

***** Filed *****
03:34 PM, 30 Jul, 2025
U.S.D.C., Eastern District of New York

EXHIBIT A

Platinum Card | Platinum Mastercard ending in 6315
Jan 22, 2025 - Feb 18, 2025 | 28 days in Billing Cycle

Payment Information

Payment Due Date **Mar 15, 2025**
For online and phone payments, the deadline is 8pm ET.

New Balance **\$476.18**
Minimum Payment Due **\$202.00**

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	15 Month(s)	\$546

If you would like information about credit counseling services, call 888-326-8055.

Account Summary

Previous Balance	\$474.70
Payments	- \$10.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$11.48
New Balance	= \$476.18
Credit Limit	\$500.00
Available Credit (as of Feb 18, 2025)	N/A
Cash Advance Credit Limit	\$500.00
Available Credit for Cash Advances	N/A

FOR THE PRESENTATION TO THE UNITED STATES TREASURY, FISCAL AGENT OF THE UNITED STATES, FOR REDEMPTION OR IN EXCHANGE FOR SECURITIES OF A NEW ISSUE, IN ACCORDANCE WITH WRITTEN INSTRUCTIONS SUBMITTED BY _____



Your account is **restricted** and past due.

Visit capitalone.com to manage your account and see your payment options.

Your card cannot be used.

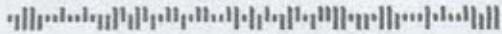
Account Notifications

Please check page 3 of this statement for your Account Notifications.

Pay or manage your account at capitalone.com without Recourse **Accepted: Paid in Full** Customer Service: 800-227-4825 See reverse for Important Information

Capital One
PAY TO THE ORDER OF: CAPITAL ONE Financial Corporation
Five Hundred Dollars only.

MOHAMED ROSHAN
21020 HILLSIDE AVE
QUEENS VILLAGE, NY 11427-1717



Mohamed Roshan
By Accomodatory Principal
Agent for: **MOHAMED ROSHAN**

Payment Due Date: Mar 15, 2025

Account ending in 6315

New Balance **\$476.18**
Minimum Payment Due **\$202.00**
Amount Enclosed **\$500.00**

Capital One
PO Box 981600
Boston, MA 02298-1600-00

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Account # 5178059483796315

1 5178059483796315 18 0476180010000202009



Save time, stay informed.
Discover new features with
the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.



Payment Information

Payment Due Date	For online and phone payments, the deadline is 8pm ET.
Jul 07, 2024	
New Balance	Minimum Payment Due
\$655.94	\$25.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$40.00.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	4 Years	\$1,078
\$28	3 Years	\$1,002
Estimated savings if balance is paid off in about 3 years: \$76		

If you would like information about credit counseling services, call 1-888-326-8055.

FOR THE PRESENTATION TO THE UNITED STATES TREASURY, FISCAL AGENT OF THE UNITED STATES, FOR REDEMPTION OR IN EXCHANGE FOR SECURITIES OF A NEW ISSUE, IN ACCORDANCE WITH WRITTEN INSTRUCTIONS SUBMITTED BY _____

Account Summary

Previous Balance	\$664.49
Payments	- \$25.00
Other Credits	\$0.00
Transactions	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$16.45
New Balance	= \$655.94
Credit Limit	\$750.00
Available Credit (as of Jun 12, 2024)	\$0.00
Cash Advance Credit Limit	\$750.00
Available Credit for Cash Advances	\$0.00

Important Notice

We are unable to provide your Rewards Summary on this month's statement. To review your current Rewards balance or for additional Rewards information, please log in to your account at capitalone.com, the Capital One Mobile Banking app, or call the customer service number on this statement.

Account Notifications

Please check page 3 of this statement for your Account Notifications.

Pay or manage your account at capitalone.com

"Accepted"
"Paid in Full"

Customer Service: 1-800-227-4825

See reverse for Important Information

Without Recourse"



1104857 01 AV 0.507 **AUTO TS 0 5726 11427-171720 -C01-P05082-I

PAY TO THE ORDER OF: CAPITAL ONE FINANCIAL CORP
MOHAMED ROSHAN SIX HUNDRED FIFTY FIVE AND 94/100
21020 HILLSIDE AVE
QUEENS VILLAGE, NY 11427-1717
Dollars only.



Save time, stay informed.
Discover new features with
the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: Jul 07, 2024

Account ending in 8727

New Balance	Minimum Payment Due	Amount Enclosed
\$655.94	\$25.00	\$ 655.94

This portion of your statement and only one check (or one money order) payable to Capital One payment is processed promptly. Allow at least seven business days for delivery.

Account # 5156768972858727

By: *Mohamed Roshan*
Capital One Agent For: MOHAMED ROSHAN
PO Box 981600 By Accommodation/Principal
Boston, MA 02298-1600-00

1 5156768972858727 12 0655940025000025007

Mohamed & Roshan
All rights reserved



©hamed & Roshan
All rights reserved



Mohamed-Roshan
210-20 Hillside Avenue
Queens Village, Republic of New York, [11427]

05/13/23

C/O CEO Dr. Richard Fairbank

I have noticed over the years you've been sending this statement here. I have been getting the statement from you and it has a coupon on it. I just recently realized what those words mean.

Coupon means: 1. a statement of due interest to be cut from a bearer bond when payable and presented for payment

Also: the interest rate of a coupon 2. a small piece of paper that allows one to get a service or product for free or at a lower price; such as a: one of a series of attached tickets or certificates often to be detached and presented as needed by a ticket or form authorizing purchases of rationed commodities or a certificate or similar evidence of a purchase redeemable in premiums or a part of a printed advertisement to be cut off to use as an order blank or inquiry form or to obtain a discount on merchandise or services

I have noticed that you have sent me this statement every month with a coupon in it, and I have been sending you a check for "x" amount of dollars and you are cashing the check. Then you are redeeming the coupon that's double dipping. You know I am willing to overlook this crime (trust fraud) and make this final attempt to clear this debt. Enclosed you will find this coupon and in the back, I have endorsed it with the beneficiary signature. Here is my money you can accept it.

Suam to believe me this
13th day of September, 2023
Mohamed-Roshan



Mohamed-Roshan

PLAS LOBONCO
NOTARY PUBLIC-STATE OF NEW YORK
No. 011041368 JJ
Qualified in Queens County
My Commission Expires November 14, 2025

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Mohamed Roshan,
Plaintiff,

v.

Capital One Financial Corporation,
Defendant.

Case No. 1:25-cv-02653-RER-JAM

Declaration of Trust Interest

I, Mohamed Roshan, under penalty of perjury, do hereby declare as follows:

1. I am the duly authorized Executor and Trustee of the Peace, Prosperity & Freedom Legacy Dynasty Trust, a private irrevocable trust formed under the laws of equity and private trust law.
2. The trust holds equitable interest in assets, including but not limited to beneficial rights derived from the credit agreements and commercial instruments connected with Capital One credit card accounts ending in x6315 and x8727.
3. On or about September 2023, I tendered payment to Capital One in good faith using a signed negotiable instrument (payment coupon), backed by the trust's equitable interest and authority, pursuant to UCC 3-603(b).
4. Said instrument constituted lawful tender and was drawn under trust authority, acting not in an individual capacity but in my fiduciary role as Executor and Trustee.
5. The trust's interest remains valid and enforceable, and the action undertaken with respect to said tender was within the lawful capacity of the trust as secured party.
6. I affirm that I continue to act in good faith in asserting this trust-backed claim and that all actions taken were in accordance with my fiduciary responsibilities and the trust's interests.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 30, 2025

/s/ Mohamed Roshan
Mohamed Roshan
Executor & Trustee, Peace, Prosperity & Freedom Legacy Dynasty Trust
210-20 Hillside Avenue
Queens Village, NY 11427
mohamedroshan10019@yahoo.com
(347) 553-8886

EXHIBIT C

RE: Good-Faith Settlement Proposal – Roshan v. Capital One (Case No. 1:25-cv-02653-RER-JAM)

From: Goldstein, Philip A. (pagoldstein@mcguirewoods.com)

To: mohamedroshan10019@yahoo.com

Cc: bcroft@mcguirewoods.com

Date: Monday, July 21, 2025 at 04:08 PM PDT

Good evening, Mr. Roshan,

Capital One rejects your proposed settlement offer and does not have a counteroffer at this time.

Regards,

Philip A. Goldstein

Counsel

McGuireWoods LLP

1251 Avenue of the Americas

20th Floor

New York, NY 10020-1104

T: +1 212 548 2167

M: +1 516 902 1599

pagoldstein@mcguirewoods.com

Bio | [VCard](#) | [LinkedIn](#) | www.mcguirewoods.com

McGuireWoods

This e-mail from McGuireWoods may contain confidential or privileged information. If you are not the intended recipient, please advise by return e-mail and delete immediately without reading or forwarding to others.

From: Mohamed Roshan <mohamedroshan10019@yahoo.com>

Sent: Wednesday, July 16, 2025 12:14 PM

To: Goldstein, Philip A. <PaGoldstein@mcguirewoods.com>; Croft, Blaec C. <BCroft@mcguirewoods.com>

Subject: : Good-Faith Settlement Proposal – Roshan v. Capital One (Case No. 1:25-cv-02653-RER-JAM)

****EXTERNAL EMAIL; use caution with links and attachments****

Dear Mr. Goldstein,

I hope this message finds you well.

Pursuant to the direction of Magistrate Judge Joseph A. Marutollo during our recent initial conference, I am writing to provide a formal good-faith settlement proposal related to the above-referenced matter.

Please find attached my settlement letter, which outlines terms I am willing to consider in order to resolve this dispute without further litigation. My intent is to engage constructively and in good faith, consistent with the Court's instructions and Rule 16 of the Federal Rules of Civil Procedure.

If Capital One is open to discussing potential settlement terms or a mediated resolution, I would appreciate the opportunity to continue that conversation with you.

Thank you for your time and consideration.

best,

Mohamed Roshan

347-553-8886

Mohamedroshan10019@yahoo.com

Mohamed Roshan

210-20 Hillside Avenue

Queens Village, NY 11427

Mohamedroshan10019@yahoo.com

(347) 553-8886

July 16, 2025

Philip A. Goldstein

McGuireWoods LLP

1251 Avenue of the Americas, 20th Floor

New York, NY 10020

RE: Good-Faith Settlement Discussion - Case No. 1:25-cv-02653-RER-JAM

Dear Mr. Goldstein,

Pursuant to the instructions of Magistrate Judge Joseph A. Marutollo at the initial conference, I am writing to explore the possibility of a good-faith resolution in the above-referenced matter before involving further motion practice or formal discovery.

My objective is to resolve the dispute concerning the closure of my credit card accounts ending in x6315 and x8727. I continue to believe that my payment history and good standing on the accounts should have entitled me to fair treatment and due process.

To that end, I am willing to consider a resolution that includes one or more of the following terms:

- * Reinstatement of the closed accounts or restoration of equivalent credit status
- * Removal of any derogatory marks or reporting related to the account closures
- * Refund or credit of disputed balances, fees, or payments totaling \$1,952
- * A written explanation of the account closure and remediation steps
- * Reasonable compensation for emotional distress, to be discussed

Additionally, I would like to request that Capital One consider any lawful options available to resolve

or reduce the outstanding balances on the accounts in question, including any forms of credit, setoff, adjustment, or discharge that may be available through internal resolution processes or applicable policy. My objective is to resolve this matter amicably and fairly, without further litigation.

I am committed to resolving this dispute in good faith. Please let me know whether Capital One is willing to enter into settlement discussions or explore a mediated resolution.

Thank you for your time and professional consideration.

Sincerely,

/s/ Mohamed Roshan

Mohamed Roshan, Pro Se

EXHIBIT B

DECLARATION OF TRUST INTEREST

I, Mohamed Roshan, declare under penalty of perjury under the laws of the United States that the following is true and correct to the best of my knowledge:

1. I am the Settlor, Trustee, and Beneficiary of the Peace, Prosperity, and Freedom Legacy Dynasty Irrevocable Trust, a lawfully established private irrevocable trust.
2. The Trust was created for the protection, preservation, and equitable management of assets for the benefit of its beneficiaries.
3. The Trust holds lawful equitable assets and/or security interests which, under principles of trust law and commercial equity, may be applied toward the satisfaction of obligations, including debts alleged by third parties.
4. On or about September 2023, I caused lawful tender to be made to Capital One in the form of an endorsed coupon and/or bill of exchange backed by trust assets.
5. Capital One failed to accept or acknowledge the tendered instrument, refused to apply it to the alleged account, and subsequently closed the account without contractual or lawful justification.
6. The payment offered was made in good faith, supported by a valid equitable interest, and intended to satisfy the obligation in full.
7. I assert that my actions, and those of the Trust, were lawful, proper, and equitable under U.S. trust law, UCC Article 3, and principles of commercial reasonableness.

Executed on this 30th day of July, 2025.

Mohamed Roshan
Trustee and Beneficiary
Peace, Prosperity, and Freedom Legacy Dynasty Irrevocable Trust

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

MOHAMED ROSHAN, Plaintiff

v.

CAPITAL ONE FINANCIAL CORP., Defendant

Case No. 1:25-cv-02653-RER-JAM

PLAINTIFF’S REPLY MEMORANDUM OF LAW IN FURTHER SUPPORT OF MOTION FOR LEAVE TO AMEND THE COMPLAINT

PRELIMINARY STATEMENT

This memorandum is submitted in reply to Defendant’s opposition to Plaintiff’s motion for leave to amend. Defendant’s opposition fails to demonstrate any legal prejudice, undue delay, or futility that would warrant denial. Plaintiff’s proposed amendment is timely, supported by fact and law, and raises questions deserving of adjudication. Amendment is not only proper — it is necessary to ensure full resolution of the issues raised.

I. INTRODUCTION

Plaintiff respectfully submits this reply in further support of his motion under Fed. R. Civ. P. 15(a)(2) to amend the complaint. Defendant’s opposition misrepresents Plaintiff’s claims, fails to meet the burden of showing futility, and improperly attempts to dismiss equitable, trust-based, and contract-supported claims.

II. PLAINTIFF STATES A VALID BREACH OF CONTRACT CLAIM

Plaintiff’s amended complaint details a specific breach: Capital One wrongfully closed his accounts despite receiving a lawful tender of payment. No valid clause in the agreement authorizes closure under these conditions. That alone justifies allowing amendment.

III. PLAINTIFF MADE GOOD FAITH PAYMENT BACKED BY TRUST EQUITY

The tendered coupon/bill of exchange was supported by a valid equitable interest held in the Peace, Prosperity, and Freedom Legacy Dynasty Irrevocable Trust. Capital One’s refusal to acknowledge or apply the instrument constitutes a material breach and a question of fact.

IV. DEFENDANT’S “SOVEREIGN CITIZEN” CLAIM IS BASELESS

Plaintiff does not deny the U.S. financial system. He does not assert fictitious law. Instead, he lawfully uses trust-backed equity, recognized commercial instruments, and principles of setoff rooted in UCC and trust law. Defendant’s rhetoric is intended to prejudice and mislead.

V. CAPITAL ONE FAILS TO COUNTER PLAINTIFF'S SETOFF CLAIM

Defendant offers no rebuttal to Plaintiff's equitable setoff arguments, nor any legal authority rejecting trust-backed settlement offers. Silence is concession. The setoff is lawful and enforceable.

VI. PLAINTIFF REQUESTS ACCOUNTING FOR SECURITIZATION

Plaintiff believes Defendant monetized his account and failed to disclose it. Discovery should reveal any sale, pooling, or securitization involving Plaintiff's credit. This supports claims for unjust enrichment and breach.

VII. AMENDMENT IS TIMELY AND FILED IN GOOD FAITH

This motion was filed before discovery began. There is no undue delay or prejudice. Plaintiff moves in good faith, to clarify and expand his claims.

VIII. PLAINTIFF REJECTS RULE 11 THREATS

Plaintiff denies any claim is frivolous. All claims are based on fact, law, and equity. Plaintiff also reserves the right to seek sanctions against Defendant under Rule 11(c) for mischaracterizing lawful activity as fraudulent.

IX. PLAINTIFF'S TRUST STANDING IS PROPER

Plaintiff is Trustee and Beneficiary of the Peace, Prosperity, and Freedom Legacy Dynasty Irrevocable Trust. He has standing to act on its behalf and settle accounts with trust interest. See Exhibit B for trust declaration.

X. DEFENDANT ADMITS WRONG PARTY WAS NAMED

Capital One's opposition claims that Capital One, N.A. is the correct party. That supports amendment — not denial. Naming correction is a textbook reason for granting leave.

XI. PRAYER FOR RELIEF

Plaintiff respectfully requests that the Court:

1. Grant leave to amend under Rule 15(a)(2);
2. Accept the proposed amended complaint and exhibits;
3. Direct Defendant to answer the amended complaint;
4. Allow Plaintiff to proceed to discovery;
5. Grant any additional relief the Court deems just and proper.

Respectfully submitted,

Dated: July 30th, 2025

/s/ Mohamed Roshan
Mohamed Roshan

210-20 Hillside Avenue
Queens Village, NY 11427
mohamedroshan10019@yahoo.com
Pro Se Plaintiff

A handwritten signature in black ink, appearing to read "Mohamed Roshan", is written over a single horizontal line. The signature is fluid and cursive, with the first name "Mohamed" being larger and more prominent than the last name "Roshan".